

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
COLUMBIA DIVISION**

REGENA CAHILL,)
Plaintiff,)
v.)
AETNA HEALTH, INC. and) Civil Action No.: _____
HCA, INC.,) Removed from the General Sessions Court Part II,
Defendants.) Mt. Pleasant, Maury County, Tennessee;
) Case No. 2014-CV-741

NOTICE OF REMOVAL

Defendants, Aetna Health, Inc., and HCA, Inc., hereby give notice of removal of the above-styled case, originally filed in the General Sessions Court of Maury County, Tennessee, Part II, as Case No. 2014-CV-741, to the United States District Court for the Middle District of Tennessee, Columbia Division, on the following grounds:

1. Defendant HCA, Inc. was served with the Civil Summons on June 13, 2014, less than 30 days prior to the filing of this removal.
2. Aetna Health, Inc. (“Aetna”) was served with the Civil Summons on June 13, 2014, less than 30 days prior to the filing of this removal.
3. All defendants join in this removal.
4. The Civil Summons alleges that defendants failed to pay an insurance claim. Plaintiff’s insurance coverage, if any, was provided through a plan (the “Plan”) sponsored by her employer and administered by Aetna. See Declaration of Cheryl Permar, attached hereto as Exhibit A.

5. The Plan is an employee welfare benefit plan as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1002(1), and is governed in all respects by ERISA.

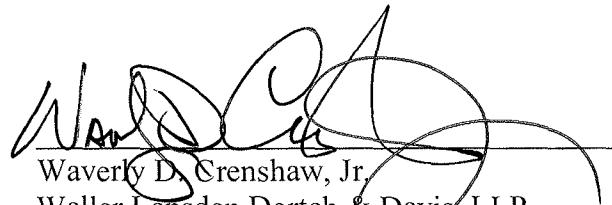
6. The Civil Summons includes claims for alleged breach of contract, negligent misrepresentation, intentional misrepresentation, and failure to pay insurance claims and medical bills. All of these alleged claims are subject to complete preemption under ERISA. This case may be removed and this Court has jurisdiction over the matter because ERISA governs all claims asserted herein. 28 U.S.C. § 1441(b).

7. ERISA preempts the state law claims asserted by plaintiff and provides the sole and exclusive remedy for resolution of benefit claims by plan participants under an ERISA plan. ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B); *see Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41 (1987). A cause of action filed in state court that is completely preempted by ERISA is removable to federal court under 28 U.S.C. §1441(b) as an action arising under federal law. *See Metro. Life Ins. Co. v. Taylor*, 481 U.S. 58 (1987).

8. The United States District Court for the Middle District of Tennessee has jurisdiction over matters arising under the laws of the United States pursuant to 28 U.S.C. § 1331. This case is removable to this Court pursuant to 28 U.S.C. §1441(b).

9. Venue is proper in this Court because the General Sessions Court of Maury County, Tennessee, Part II, is within the Middle District of Tennessee, Columbia Division.

10. Pursuant to 28 U.S.C. § 1446(a), a copy of all pleadings and papers that have been served on defendants are attached to this Notice as Exhibit B.



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Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing has been served via the United States first class mail upon:

J. Trent Lehman, Esq.
1646 Westgate Circle
Suite 102
Brentwood, TN 37827

Attorney for Plaintiff

this 25th day of June, 2014.

